

LASSO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN

amentum

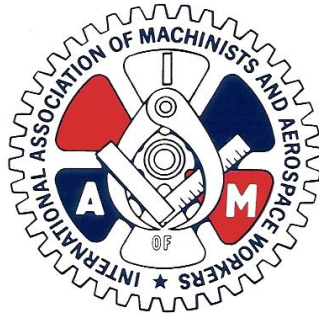
AND

Rothe Enterprises, Inc.

AND

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS**

AFL-CIO



**Kennedy Space Center/Cape Canaveral Space Force
Station**

April 1, 2021 through March 31, 2023

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P R E A M B L E

This Agreement entered into this 1st day of April, 2021 by and between, Amentum Services, Inc. and its signatory subcontractor, Rothe Enterprises, Inc. (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, its District Lodge 166 and its Local Lodge 2061 (hereinafter referred to as the Union).

ARTICLE 1 PURPOSE

- 1.1** The parties enter into this Agreement in which they agree to unify common working conditions, to maintain a spirit of labor management cooperation and stability, to explore improved work methods and procedures, and agree further to establish effective, prompt and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise in the performance of NASA's KSC Laboratory Support Services and Operations (LASSO) Contract. The Union and Company agree to administer the provisions of this Agreement in good faith.
- 1.2** This agreement shall constitute the sole agreement between the parties. Prior agreements or past practices may affect the interpretation of this agreement but will not otherwise bind the parties unless otherwise agreed. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this agreement.

ARTICLE 2 EFFECT OF OTHER AGREEMENTS

The provisions of this Agreement shall apply to all employees represented by the Union who are engaged on the LASSO contract, notwithstanding provisions of other local agreements which may conflict or differ with the terms of this Agreement.

ARTICLE 3 RECOGNITION AND SCOPE

- 3.1** The Company recognizes the Union as the exclusive collective bargaining agent and representative, with respect to rates of pay, hours of work, and other conditions of employment for employees on the LASSO contract at the John F. Kennedy Space Center, Cape Canaveral Space Force Station, (CCSFS) or other locations in Florida, in the classifications as set forth in the attached Schedule A and made part of this Agreement, or while on TDY assignments while performing work under the LASSO contract.
- 3.2** Work awarded to the Company under the LASSO contract to be performed at KSC, CCSFS, and PAFB, and other Florida locations, which involves the performance of tasks the same or similar to existing bargaining unit employees, shall be assigned to bargaining

unit personnel, unless required otherwise by the NLRA. If there is a dispute between two or more affected Unions over the unit placement of new work, the affected Unions and Company shall attempt to resolve it. Failing agreement, the aggrieved party(ies) may seek relief, as provided under the NLRA.

- 3.3** Any employee hired or transferred into the unit covered by this Agreement to replace a departing employee will become a part of the same unit as the employee replaced. Employees who transfer into this unit from another position within LASSO without a break in service shall retain uninterrupted service for benefits eligibility.
- 3.4** Amentum and its subcontractors will conduct work force reductions within the Union's historical bargaining unit as specified in Article 18.3.
- 3.5** Supervisors will not perform the duties of employees in the bargaining unit other than in emergency situations or for the purpose of instructing employees. Such assistance shall not deprive a bargaining unit employee from earning overtime.
- 3.6** The Company and the Union agree to maintain the status quo regarding work performed by bargaining unit employees covered by this agreement. The Company agrees not to assign work currently being performed by one unit of represented personnel to another bargaining unit. Non-bargaining unit employees will not perform the work within any classification covered by this Agreement.
- 3.7** When work is performed on site pursuant to the terms of a basic warranty or lease, vendor/lessor mechanics may supervise and perform actual work on the equipment, machinery or materials under lease or warranty and may be assisted by bargaining unit personnel. All maintenance work shall be performed by the appropriate bargaining unit employees after expiration of the basic warranty in accordance with established practices unless otherwise agreed upon by both parties. This clause is not intended to eliminate or reduce any bargaining unit personnel under this contract
 - 3.7.1** If maintenance is performed off site, equipment will be inspected by appropriate bargaining unit employees in accordance with established practices and contract requirements before returning the equipment to service.
- 3.8** The Company and Union agree to a common sense approach to work assignments. Craftsman may be assigned incidental work of other craftsman to prevent costly production waste and/or inefficient use of the workforce. Such assignments shall be made in a prudent manner, and shall not be made with intent of eroding the workforce.

Employees will perform common tasks as a normal part of their jobs. Doing so is not working outside an employee's classification. Common tasks are those that can be performed by more than one classification requiring little or no training. Such common tasks shall be identified and assigned by management with consideration given to training, certification, and safety requirements.

ARTICLE 4 MANAGEMENT'S RIGHTS

4.1 The Union recognizes that it is the right and responsibility of the Company to maintain discipline and efficiency and agrees that management shall have the freedom of action necessary to discharge its responsibility for the successful execution of the LASSO contract. Except as expressly limited by other provisions of this Agreement, the Company retains the right to direct the working force, including the hiring, promotion, transfer, discipline or discharge of its employees; the assignment and scheduling of work, the requirement of overtime work and the determination of when it shall be worked; the right to promulgate fair and reasonable policies, rules and regulations and to amend or modify such from time to time with prior notice to the Union; and the right to direct the workforce and execute the requirements of the LASSO contract in a safe and effective manner. Assignment of work will normally be in accordance with established job classifications. However, when fluctuations in workloads occur in a particular classification, work can be assigned to non-affected classifications within the unit, providing the employees have the qualifications to do the work. No assignment out of classification under this section shall be made without prior notice to the Union and will be subject to any conditions negotiated by the parties of the assignment.

4.2 The foregoing enumeration of Management's Rights shall not be deemed to exclude other rights of management, not specifically set forth, provided that no supplementary right of management may abridge any specific term of this agreement. In addition, the foregoing enumeration of Management's Rights and functions is without prejudice to the Union's duty and responsibility for the representation of employees covered by this agreement and its rights, in accordance with the law and the terms of this agreement, to process grievances, disputes or differences as to the interpretation or application of any provisions of this agreement.

Company has had and will continue to have the right to subcontract work without prior notice to the Union in accordance with sound business practices. The assignment of such subcontracting work shall not be made with the intention of eroding the bargaining unit workforce. The Company shall make reasonable efforts to recall affected employees when prudent, in addition to subcontracting efforts.

The Company will meet with the Union as mutually agreed, to provide an overview of the subcontracting work, promoting an open line of communications.

4.3 The parties recognize that the use of new technology, equipment, machinery, tools, computers, process assignment practices or labor saving devices and methods of performing work may be initiated by the Company from time-to-time on the LASSO contract. Such technology, and training in the use of such tools, devices or methods shall be provided by the Company at no cost to the employee. Appropriate bargaining unit employees will continue to perform such work provided they are or become qualified and unless the technical alterations change the nature of the work in a way that removes it from the scope of the bargaining unit. The Company will notify the Union of any such change and will be prepared to discuss the impact on the respective bargaining unit prior

to implementation. Such initiatives will be implemented only for valid business purposes and shall not be a subterfuge for reducing bargaining unit work. The Union agrees that it will not impede the implementation of legitimate new devices or work methods. If there is any disagreement between the Union and the Company concerning the legitimacy of implementation of such devices or methods of work, the implementation will proceed as directed by the Company and the Union shall have the right to arbitrate the dispute as set forth in Article 9 herein.

ARTICLE 5 UNION SECURITY AND CHECKOFF

- 5.1** Upon receipt of an employee's written authorization, which shall be irrevocable for a period of one year, or beyond the termination date of this Agreement, whichever occurs sooner (when revocation is not otherwise provided by local law), the Company shall deduct from such employee's wages, in accordance with this Agreement, such employee's initiation fee and the Union dues and remit same to the duly authorized representative of the Union by the end of the month in which the deductions were made, together with a list of the names of the employees from whose pay deductions were made. Such written authorization may be revoked by the employee by written notice to the Company and the Union not more than twenty (20) and not less than five (5) days prior to the expiration of such yearly period, or of each applicable Collective Bargaining Agreement, whichever occurs sooner. The employee must notify the Union and the Company during one of these periods by written notice sent by certified mail.

In the absence of such notice of revocation, the authorization shall be renewed for an additional yearly period, or until the end of the Collective Bargaining Agreement, whichever occurs sooner. Where monies have been deducted from the pay of an employee who does not owe such monies, it shall be the responsibility of such employee to obtain a refund from the local Union.

- 5.2** A properly executed Payroll Deduction Authorization Form for each employee for whom Union check-off is required shall be delivered to the Human Resources office before any deductions are made. Deductions shall be made, thereafter, only if the authorization forms have been properly executed. Any authorization which is incomplete or in error will not be activated by the Company.
- 5.3** Deductions for Union Membership Dues (with a maximum pickup of one month) shall be resumed by the Payroll Accounting Department in the following situations unless written revocation notice from the employee has been received by the Company in accordance with Paragraph 5.1 of this Section:
- (a) Upon recall from layoff.
 - (b) Upon return from prolonged Leave of Absence.
- 5.4** Deductions for other Union membership dues shall be made from the employee's paycheck monthly for twelve (12) months of the calendar year. Such deductions shall be in the amount certified to the Company by the Union. Any change in the amount of deductions for such Union membership dues shall be made effective for the next full month after written

notice of such change by the Union to the Company. In the event a deduction for such dues is not made from one or more consecutive monthly paycheck due to insufficient earnings by the employee, then on the next paycheck that the employee has sufficient earnings, a retroactive deduction shall be made.

- 5.5** The Union agrees to hold the Company harmless against any and all complaints, claims, judgments, or demands that may arise out of, or in any way be related to, compliance by the Company with the terms of this Section or in reliance by the Company upon any document furnished to the Company by the Union pursuant to the provisions of this Section.

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
MEMBERSHIP APPLICATION AND/OR CHECK-OFF AUTHORIZATION

Name _____ Date _____ Card no. _____
(Mailing) Address _____ M ☐ F ☐ Date of birth _____
City _____ State/Province _____ Zip/Postal code _____
Room _____ Email _____ Phone _____ Hire date _____
Employer _____ Hourly wage _____
Class of work _____ Years experience _____ Shift 1. ☐ 2. ☐ 3. ☐

Membership Application. Check here: ☐ To the Office and Members of Lodge No. _____ (the "Lodge" or "Union"). I hereby tender my application for membership in the International Association of Machinists and Aerospace Workers (IAM). I understand that while it may be required to tender monthly dues to the Union, I am not required to apply for membership or be a member as a condition of employment and that this application for membership is voluntary. As a member, I agree to obey the Constitution of the IAM and the by-laws of my Lodge and to support the principles of trade unionism, and I authorize the IAM and/or its designated office to act as my representative in collective bargaining.

If former member of IAM: Card no. _____ Lodge no. _____ Location _____ Last dues paid _____

Check-Off Authorization. Check here: ☐ I authorize as my employer to deduct from my wages and forward to the Union: (1) monthly membership dues or an equivalent service fee; and (2) any regular initiation or membership fee as set forth in the collective bargaining agreement between the Employer and the Union and the by-laws of the Lodge. This authorization shall be renewable for one (1) year or until the termination of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner. I agree that this authorization shall be automatic by renewing for successive one (1) year periods or until the termination of the collective bargaining agreement, whichever is the case, unless I receive it by giving written notice to my Employer and Union not more than 60 days prior to the expiration of the appropriate year or certain term. I understand that this authorization is irrevocable and not a quit pre-emptive for union membership, but recognizes the value of the services provided to me by the Union. If this continues in full force and effect even if I resign my Union membership, except as properly limited in the manner prescribed above.

Important Notice: I have examined and acknowledge receipt of the attached "Notice to Employees Subject to Union Security Clause" for lack of risk of suit. I also understand that IAM members have certain rights and privileges as set forth in the IAM Constitution and in various Federal laws, the Fair Labor Management Reporting and Disclosure Act (FLMRA), Copies of the IAM Constitution and the FLMRA may be obtained by contacting the IAM Central Secretary-Treasurer, 5000 Mechanics Place, Upper Merion, MD 20775. Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

(Your signature) _____ (Date) _____

FORM NO. MRO001-15 This copy to be retained by Local Union No. _____

For Official Use Only

Proposed by _____ Date _____
We, the undersigned Committee, report _____
(Favorable or Unfavorable)

Committee: _____

Amount paid \$ _____ Date _____
Balance of Fee Paid \$ _____ Date _____
Initiated ☐ Reinstated ☐ Date _____

Classification

____ Journeyman _____ Helper _____
____ Specialist _____ Apprentice _____
____ Production Worker _____ Technician _____
____ Service Worker _____

Gender
____ Male _____
____ Female _____

- 5.6** The Company agrees that any bargaining unit employee working under this Agreement on or after the effective date of this Agreement shall, within thirty (30) calendar days, assume and continue financial core membership in the Union as a condition of employment. This obligation shall be effective only on those sites of employment designated as a federal enclave or where otherwise permitted by law.

5.6.1 Union will notify the Company of any non-compliant bargaining unit employee. The employee shall be provided not less than two weeks to cure the arrearage. If the employee does not establish or regain financial membership in good standing, the employee will be subject to termination at the request of the Union.

- 5.7** Where permitted by law, all employees of the employer subject to the terms of this Agreement shall, as a condition of a continued employment, become and remain members in the Union, and all such employees subsequently hired shall become members of the Union within thirty-one (31) calendar days, within the requirements of the National Labor Relations Act. Union membership is required only to the extent that employees must pay either (i) the Union's initiation fees and periodic dues or (ii) service

fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues, or in the case of an objecting service fee payer, shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support represented activities.

The Company will within three (3) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraph.

ARTICLE 6 NO STRIKE OR LOCKOUT

- 6.1** The Union hereby agrees that during the term of this agreement, whether an unfair labor practice is alleged or not, there will be no strike, sympathy strike, slow down, walk out or any other interruption or stoppage of work on the LASSO contract against Amentum or any signatory subcontractor, including a failure to report for work over another Union's picket line. This prohibition does not extend to informational activity away from the worksite.
- 6.2** The Union also agrees that it will not directly or indirectly authorize, encourage, support or otherwise approve employee refusal to report to the location of normal work assignment and to commence regular work as scheduled, where no rare or unusual physical hazard is involved in proceeding to such location or performing such work. The Union commits that the officers and agents of the Union will take immediate, good faith, and reasonable action to either prevent the occurrence or the continuation of impermissible conduct or activities set forth in this article.
- 6.3** The Company agrees that there will be no lockout of employees covered by this Agreement. Nothing in this clause shall prevent the Company from implementing a layoff of employees or any other reduction in the workforce for valid business reasons.

ARTICLE 7 NONDISCRIMINATION

- 7.1** To the same extent dictated by applicable laws, the Company and the Union agrees that there shall be no discrimination by the Company or the Union, either separately or collectively, against any employee or prospective employee because of sex, race, color, national origin, religion, age, disability, veteran status or because of Union activity, membership, non-membership or refraining from engaging in Union activity. Whenever the male gender is used in this agreement as a frame of reference, it shall mean either male or female without distinction.
- 7.2** The Company and the Union acknowledge the reasonable accommodation obligations of the Americans with Disabilities Act and the protected status of qualified applicants and employees with mental or physical disabilities. Nothing in this Agreement shall expand upon either party's statutory obligation nor shall be construed as intending to foreclose reasonable accommodation to qualified persons with a statutory disability, provided that the Company must give the Union advance notice of any accommodation inconsistent

with the terms of this Agreement and bargain with the Union in such cases to ensure that the proposed accommodation is required by law and does not unreasonably usurp the seniority rights of other employees covered by this agreement.

- 7.3** Any employee or the Union may file a grievance under Article 8 alleging discriminatory application of this agreement. Such grievances are encouraged and may be processed through Step 3 of the grievance procedure. Any grievance not resolved at Step 3 may be submitted by the Union to final and binding arbitration as specified in Article 9.

ARTICLE 8 GRIEVANCE PROCEDURE

- 8.1** The Union and any employee covered by this Agreement shall have the right to present to the Company, and the Company to the Union, complaints or grievances pertaining to any matter involving interpretation or application of this agreement. Employees shall have the right to present complaints and grievances to the immediate supervisor/manager either personally or through the designated Union steward. Where employees choose to file a grievance personally, the Union will be notified and will have the opportunity, at its sole discretion, to attend each of the three meetings called for the purpose of discussing and adjusting the grievance. Any such adjustment must be consistent with the terms of this Agreement. The parties commit to a good faith effort to resolve complaints informally before invocation of the grievance procedure.
- 8.2** All grievances shall be presented in writing using the Grievance Form, appearing below, as soon as practicable after the occurrence of the event on which it is based, but in no event later than ten (10) working days if it is a dismissal grievance, or if the grievance arises from any other cause, no later than twenty (20) working days from the date the Union knew or reasonably should have known of the events giving rise to the grievance. The Arbitrator may consider the timeliness of non-termination grievances filed after the twentieth day-and before the thirtieth day and may continue the matter where there is a justifiable excuse for the untimeliness. The failure to submit a grievance within a period of 30 days shall constitute an absolute bar to further action.

LASSO GRIEVANCE		EMPLOYEE		NO. (No. must be obtained from Labor Relations Office by Supervisor)	
Name of Complainant	Employee #	Department	Shift		
Statement –Step 1					
Facts and Circumstances supporting Grievance (use separate sheet if necessary)					
Action Requested					
Specific Article and Section agreement involved				Date Filed	
Should be answered by immediate supervisor					
Supervisor Name				Date Received	

Supervisor's Answer (use separate sheet if necessary).		
Supervisor (signature)	Department	Date
Steward/Designee (signature)	<input type="checkbox"/> Accepted <input type="checkbox"/> To Designee	Date
Step 2		
Steward (signature)		Date Filed
Supervisor Name		Date Received
Next Level Supervisor's Answer (use separate sheet if necessary)		
Next Level Supervisor (signature)	Department	Date of Response
Steward/Designee (signature)	<input type="checkbox"/> Accepted <input type="checkbox"/> To Committeeman	Date
Step 3		
Designee (signature)		Date Filed
Labor Relations Representative		Date Received
Labor Relations Answer (use separate sheet if necessary).		
Labor Relations Representative (signature)		Date of Response
Union's Business Representative (signature)	<input type="checkbox"/> Accepted <input type="checkbox"/> Appealed	Date

8.3 Time limits for grievances at any step, or for any response, may be extended by mutual agreement between the Union and the Company's HR/Labor Relations Manager. If it is determined under the grievance procedure, including arbitration, that any adjustment in wages is appropriate, such adjustment shall be based upon existing wage rates and shall be applied retroactively to the date of the occurrence, at the discretion of the arbitrator, provided that such date is not more than twenty (20) working days prior to the date upon which the grievance was presented.

8.4 Grievances shall be processed as follows:

The Union steward, or designee, shall reduce the grievance to writing on a form developed mutually by the Company and the Union and submit it to the appropriate supervisor/manager. A copy must be forwarded to URS HR/Labor Relations. The written grievance must specify (1) the facts upon which the grievance is based; (2) the section or sections of the agreement claimed to have been violated; and (3) the resolution requested.

Step 1: BETWEEN THE SUPERVISOR AND THE STEWARD. The first step meeting shall be held within ten (10) workdays from the date the grievance is filed with the Company. The supervisor shall give the steward his written reply to the grievance within five (5) workdays after the meeting. If the reply is unsatisfactory, the steward, or

designee, may appeal the decision to Step 2, provided such appeal is made in writing within ten (10) work days after receipt of supervisor's reply. Any final resolution reached with respect to any grievance at Step 1 shall only apply to that grievance and shall not become a precedent binding on other grievances in the future.

Step 2: BETWEEN THE NEXT LEVEL OF SUPERVISION/MANAGEMENT AND THE DESIGNATED UNION REPRESENTATIVE. A Step 2 meeting shall be held within ten (10) work days after the Union files the written notice of appeal. The written decision at Step 2 shall be presented to the Union within ten (10) work days after the meeting. If this reply is unsatisfactory, the grievance may be appealed to Step 3, provided such appeal is made in writing within five (5) work days following receipt of the second step reply.

Step 3: BETWEEN THE EMPLOYER'S SENIOR SITE MANAGER, OR IN THE ABSENCE OF A THIRD MANAGEMENT LEVEL, THE RESPECTIVE HR/LABOR RELATIONS MANAGER OR HIS DESIGNEE(S) AND THE UNION'S BUSINESS REPRESENTATIVE OR DESIGNEE. A meeting at Step 3 shall be held within fifteen (15) work days after receipt by the Company of the written notice of appeal. The Management Representative shall make a reply in writing not later than ten (10) work days after meeting with Union's business representative or his designee. The Step 3 decision shall be final and binding on all parties concerned unless the Union informs the Company in writing within thirty (30) calendar days from the date of such final Company decision, that it desires to submit the matter to arbitration.

- 8.5** In certain circumstances, the Union may wish to file a grievance against the Company and the Company may wish to file against the Union. In either case, the process shall begin at Step 3 and may be initiated only by the HR/Labor Relations Manager or his subcontractor counterpart or the Union Business Representative or their designees. Such grievances shall be limited to issues dealing with the unit-wide interpretation or application of the agreement or to a class-wide complaint. Such grievances shall be submitted in writing and shall contain the elements set forth for individual grievances in Article 8.

ARTICLE 9 ARBITRATION

- 9.1** Any grievance which has not been finally settled or disposed of in accordance with the steps for the grievance procedure may be submitted to arbitration by filing a timely demand with the respective HR/Labor Relations Manager. The parties will confer promptly upon receipt of the demand to commence the process.
- 9.2** The parties shall promptly endeavor to select an arbitrator by mutual agreement within fifteen (15) working days of commencement. If they are unsuccessful within the time allotted, either party may request that the Federal Mediation Conciliation Service (FMCS) provide a panel of nine arbitrators from which the designated arbitrator shall be chosen either by mutual agreement or, failing that, by the alternate strike method. Each party shall bear its own costs in the arbitrator selection process. Selection must be made within fifteen (15) working days following receipt of the FMCS list by the parties.
- 9.3** Arbitration proceedings shall be conducted pursuant to the Rules and Regulations of the

Federal Mediation Conciliation Service. The arbitrator may consider only the particular issue or issues presented to him in writing by the Union and the Company. The authority of the arbitrator is strictly limited to the interpretation or application of the existing terms of this agreement and any appended Union Schedule Agreement. All other matters are expressly excluded from arbitration unless mutually presented to the arbitrator. The submission to the arbitrator shall be limited to one grievance unless otherwise agreed by the Company and the Union. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. Except for resolving disputes pertaining to wage rates for new classifications, as set forth in Article 21, the arbitrator shall have no power to establish wage rates, job classifications, fringe benefits of any kind or any other economic or working conditions.

- 9.4** The decision of the arbitrator shall be in writing and the arbitrator shall endeavor to render the decision within thirty (30) days after the conclusion of the hearing and the parties' submission of the record. The decision of the arbitrator, when so made, shall be final and binding on all parties provided it complies with the terms of federal and state law.
- 9.5** The cost and expenses of the arbitrator shall be born equally by the parties. The Union assumes the responsibility for paying employees, who are called by the Union or an employee to participate in an arbitration hearing, for the time spent testifying or awaiting testimony. Time spent by the grievant in other than termination cases, or time spent participating in the arbitration hearing awaiting testimony at the request of the Company, shall be treated as time worked.

ARTICLE 10 DISCIPLINE AND DISCHARGE

- 10.1** The parties agree that the Company has the right to discipline or discharge an employee, for just cause. Any employee who has been terminated or suspended shall have the right to expedite the filing of a grievance as set forth in Section 8.2 of the grievance procedure. Except as otherwise provided in this agreement, all other employee grievances shall be processed consistent with the contractual grievance procedure.
- 10.2** The Union shall be notified of all grievance meetings to be held with respect to employee discipline and shall have the right to participate in any such hearing. It is understood that an employee subjected to disciplinary action will be entitled, upon his request, to representation by a designated Union representative.
- 10.3** An employee subjected to lost time discipline (suspension or termination) shall be furnished with a statement in writing setting forth the conduct or circumstances upon which such action is based.
- 10.4** The provisions of this Article do not apply to any employee still in the probationary period.
- 10.5** All letters regarding an employee's discipline (warning or suspension) will cease to have effect, for progressive disciplinary purposes, after a period of one (1) year from date of issuance, provided that there has been no related repetition of such conduct or

circumstances during the applicable one year period except that records relating to vehicular accidents in government vehicles or equipment or in a work status shall have an effective period of two (2) years.

ARTICLE 11 SAFETY AND HEALTH

- 11.1** The Company recognizes its responsibility to provide a safe and healthful working environment for employees. The Union also recognizes its responsibility to cooperate with the Company in maintaining and improving a safe and healthful working environment. The parties agree to confer and use their best efforts to achieve these objectives through such joint initiatives as VPP. Both parties agree that reasonable safety rules of the Company, which are not inconsistent with Federal or state law, shall be complied with by all employees. The Company and the Union will mutually agree on Safety Representatives and their roles and responsibilities. Union Safety Representatives will immediately notify management and/or LASSO Safety on all issues and concerns relating to the safety and health of employees. Union Safety Representatives will also be directly involved in the review of all safety and health procedures and policies and offer input.
- 11.2** In the interest of continued safety of individuals and their fellow employees, any applicant for employment or any employee may be required through Government (NASA) regulations or by the Company to undergo a medical examination by a doctor of the Government's (NASA) or the Company's selection. If the diagnosis or examination results furnished by the Company doctor are not satisfactory to the employee, he may obtain an opinion from his own doctor. If a disagreement still exists, an additional doctor, mutually agreed upon by the Company and the Union, will be acquired for his analysis. If the mutually agreed upon doctor's diagnosis agrees with the employee's doctor, the Company shall only pay for the services of the mutually agreed upon doctor. The cost incurred for services of all other non-company physicians shall be the sole responsibility of the employee who gave rise to the dispute.
- 11.3** The Company will furnish proper and modern mandatory safety and sanitary devices for all employees. In areas where the Company determines that safety shoes or safety glasses are required, the Company will provide or pay the cost up to a maximum of one hundred and seventy-five dollars (\$175.00) for safety shoes and two hundred fifty dollars (\$250.00) for prescription safety glasses each calendar year. Any amount in excess of \$175.00 for safety shoes and \$250.00 for safety glasses shall be the responsibility of the employee. Shoes and prescription safety glasses purchased from an outside vendor must be approved as ANSI Z87.1 or ASTM F2413 certified. It shall be mandatory for all employees to use such safety devices and/or safety shoes that are designated by the Company as necessary. If an employee's safety shoes are damaged/destroyed through no fault of his own, an additional pair may be approved by the employee's supervisor.
- 11.4** Employees taken ill or injured on the job will be assisted to receive appropriate medical attention. If such medical attention is rendered during regular working hours, the time spent during that work day shall be treated as time worked.
- 11.5** In accordance with the Drug-Free Workplace Act of 1988, the Civil Space Employees

Drug Testing Act, and the other Federal regulations, the Company and the Union agree to exercise their best efforts to provide a workplace that is free from the illegal use, possession, or distribution of drugs or other controlled substances or the misuse of prescription drugs, and that is free from the influence of alcohol. To reinforce this effort, the Company and the Union agree to implement the established random drug screening program attached to this agreement.

ARTICLE 12 GOVERNMENT SECURITY

12.1 The Union acknowledges that the Company has certain security obligations in its contracts with NASA and the Department of Defense and that industrial and governmental security is vital to the LASSO program. The Union agrees that in the event that representatives of the appropriate governmental agency concerned with security, advise or have advised the Company, in writing, that any employee in the bargaining unit covered by this agreement is denied work on or access to classified information, material, restricted areas or an employment related clearance, that such employee shall be immediately removed from that position. The employer shall endeavor to locate an alternative position consistent with the security restriction, provided that if no such position is available, the employee may be released for just cause.

12.1.1 For purposes of this Section, employees who are permitted access with an authorized escort, shall not be removed provided there are personnel available to serve as escort without additional time requirements and within the scope of the employee's regular job duties.

12.2 It is understood that there shall be no liability, financial or otherwise, on the part of the Company for any suspension, change in status, or transfer growing out of a denial of work on or access to classified information, material or restricted areas for any unallowable expenses incurred by the Company as a result of Company compliance with Government Security directives. Lost work time because of a denial or withdrawal of security clearance by the appropriate governmental agency shall not be subject to the grievance and arbitration procedures, except for issues pertaining to the Company's receipt of documentation from the Government or the Company's efforts to locate alternate employment.

12.2.1 Nothing in this Agreement shall preclude the employee from pursuing any legal remedy he may have against any agency, organization, or person outside the Company by virtue of any suspension, termination, or change in status under this Article.

12.3 The Company agrees that if the employee's security clearance is reinstated within one year of withdrawal, the employee will be restored to his former position consistent with principles of seniority. Any such reinstated employee shall accrue uninterrupted seniority.

12.4 The Company, representatives of the Union having access to the premises, and all employees are required to comply with the applicable government security regulations on the LASSO contract. The Company and the Union agree that security information will be

revealed only to persons properly cleared and required to have the information by the government. If an employee has not been granted necessary security clearances in all work areas required to perform the employee's job duties within one year from the date of employment, or the date of request, the employee may be released for just cause.

- 12.5** Any Security rules, regulations or directives imposed on the Company by the United States Government, which apply to the LASSO contract activities, shall be provided to the Union and apply with equal force and effect to the employees covered by this agreement.

ARTICLE 13 MISCELLANEOUS PROVISIONS

- 13.1** The Company will provide bulletin boards for the use of the Union at mutually agreed locations. Their use will be restricted to the following:

- Notices of Union recreational and social affairs
- Notices of Union elections and their results
- Notices of Union meeting
- Notices regarding Union business signed by the President or principal officer.
- Any other information which is mutually agreed to by the Labor Relations Manager or his designee and the Union representative.

- 13.2** Any inventions or other intellectual property developed during the course of an employee's duties on the LASSO contract or otherwise relating to work performed on LASSO shall be owned by the Company or the appropriate governmental agency.

- 13.3** The Union agrees to report to the Company when it has knowledge of any threats or acts of sabotage or damage to, or the unauthorized or unlawful taking of, Company, government, or other employee property. The Union further agrees, if such acts occur, to use its best efforts in assisting to identify the person or persons responsible and to cooperate with the Company or government investigation.

- 13.4** **Lead Employees:** On occasion, Management may determine that it is necessary to delegate Lead responsibilities to the employees under his direction. Employees so selected shall be expected to:

1. Make detailed work allocations as instructed by the supervisor.
2. Be responsible for furnishing sufficient and accurate information to employees working under his direction.
3. Interpret information, answer questions, review, check work, and eliminate ordinary difficulties.
4. Perform other duties and responsibilities necessary to accomplish work assignments.

Employees selected to perform Lead responsibilities will not appraise the work of other employees or make, as a result of solicitation by the supervisor, recommendations

concerning employment, release, transfer, upgrading or disciplinary action relative to other employees, or to be directly responsible for the quality or quantity of work produced by other employees.

13.5 Limited Duty: The Company may provide limited duty assignments to employees with a disability subject to job/position availability. Such assignments shall be for an initial duration of up to ninety (90) days but may be extended by mutual agreement between the Company and the Union. Such assignments must be within the scope of the employee's job qualifications and medical limitations. Employees on limited duty will receive full benefits while on active pay status but will earn personal leave credits only if they work at least 50% during each calendar month. If the limitations do not impact his normal job duties required for overtime, he will be eligible for overtime.

13.6 All employees shall have access to and the right to inspect his/her personnel record in the presence of a Company representative during normal business hours. An employee will not be entitled to remove or photocopy any portion of the personnel file, except for the employee's own application and résumé.

13.7 Travel Reimbursement:

Travel reimbursement will be in accordance with established Company Policy.

13.8 Contributions to Machinists' Nonpartisan Political League: Upon receipt by the Company of a signed voluntary authorization by an employee, on a form approved by the Company, requesting that there be deduction made from his wages, in a monthly amount designated by the employee, such deductions to be forwarded to the Union for use by the Machinists' Nonpartisan Political League, the Company will therefore, make such deductions and forward them to the Machinists' Nonpartisan Political League, in care of the Union. Such authorization will remain in effect for the duration of this Agreement, unless earlier canceled in writing by the employee.

13.9 Training: The Company shall make a reasonable effort to conduct ongoing training within each classification. Such training shall be given on the basis of seniority within the affected job classification and may include training in specialized job functions to assure continuity of operations. Training assignments may not deprive any regularly assigned employee of a work or overtime opportunity without agreement with the Union. Training costs will be paid by the Company.

The Union shall have the right to confer with the Company on matters pertaining to training. A training committee composed of up to three (3) employees appointed by the Union and a like number appointed by the Company (in area affected) shall meet as requested to discuss training issues.

ARTICLE 14 WORK WEEK, HOURS OF WORK, WORK SHIFTS

14.1 The Company agrees that consistent with meeting the requirement of the LASSO contract, every reasonable effort will be made to arrange work schedules so that a

maximum number of employees will be assigned to shifts Monday through Friday. Each employee shall have two (2) consecutive scheduled days off in each workweek. The Company shall have the right to assign employees to a non-regular workweek when necessary. This Agreement shall not be construed as guaranteeing any employee a specific number of hours of work per day or per week. The Company shall not be limited to any exercise of its right to require an employee to work overtime.

14.2 Normal Workweek: The normal workweek for employees covered by this Agreement shall consist of not less than forty (40) hours in five (5) consecutive days. Each work day shall consist of eight (8) consecutive hours, exclusive of meal times. Once an employee's workweek is established, it will remain fixed but may be changed for valid business reasons with a minimum of five (5) days prior notice.

14.3 Absent mutual agreement, odd workweeks will be scheduled consistent with the parties' current scheduling matrix and employees will not be scheduled back to back to require more than five (5) consecutive days of work. Employees shall not be required to suspend work during regularly scheduled hours to avoid overtime.

14.4 Payroll Workweek: The payroll workweek for all employees shall begin at 12:00 midnight Friday and end at 12:00 midnight the following Friday (i.e., seven (7) consecutive calendar days, Saturday through Friday, inclusive).

14.5 Regular Shifts: Each employee shall be assigned to a shift with designated times of beginning and ending. The designated time for beginning each shift shall be a period of time within the following schedule:

- First shift shall commence between 5:30 a.m. and 8:30 a.m.
- Second shift shall commence between 2:00 p.m. and 5:00 p.m.
- Third shift shall commence between 10:00 p.m. and 1:00 a.m. the following day.
- Non-regular work week shall be considered a shift and shall comply with regular shift time schedules.

14.6 For first and second shifts, the unpaid meal periods shall be within the time frame of three and one half (3 ½) hours after each shift begins and three (3) hours before the end of the shift. For third shift, the paid meal period shall be within the timeframe of three (3) hours after the start of the shift and two (2) hours before the end of the shift. Meal periods may be changed by mutual agreement. Rest periods will be designated by the Company before and after the scheduled meal period on each shift.

14.6.1 Employees in designated work locations, at the discretion of management and with the concurrence of the Union and the Manager of Labor Relations, will be allowed to combine their lunch and rest periods for the purpose of extending their lunch period to a time frame not to exceed fifty (50) minutes. In the event an employee is required to work through lunch, he shall only be paid for a thirty (30) minute period of time. It is further understood that in consideration of this combination of time, employees will not take or be given additional rest periods.

14.7 Any employee assigned to work on a non-regular workweek (other than Monday through

Friday) shall have a premium of two dollars (\$2.00) per hour added to his base rate and made a part thereof while so assigned. In scheduling a non-regular workweek, the Company will first attempt to meet its non-regular workweek assignments on a voluntary basis among the employees regularly performing the work. The most senior qualified volunteer will be given preference from among the volunteers. In the event there are insufficient volunteers to meet the requirement, the supervisor may designate and require the necessary number of employees to work the non-regular workweek in inverse order of seniority, among the qualified workforce.

14.7.1 The maximum number of employees assigned to a non-regular workweek shall not exceed nineteen percent (19%) of the respective bargaining unit, without Union agreement. If additional employees are needed to meet operational requirements, then the Company shall inform the Union and the parties will meet promptly to discuss the reasons for increasing the percentage. The Union agrees that such approval will not be unreasonably withheld.

14.7.2 If an employee volunteers to switch to/from an odd work week, the "two consecutive day off" provision in section 14.1 shall not apply.

14.8 Any employee who reports for work during a base closure shall receive a special pay differential of fifteen dollars (\$15.00) per hour in addition to any other pay entitlement they may have for such an assignment.

ARTICLE 15 LEAVES OF ABSENCE

15.1 Application for Leaves of Absence: No application for leave of absence will be considered unless it is applied for in writing on forms provided for that purpose. Whenever practicable, all leaves except Death in the Immediate Family, should be requested one (1) week prior to leave or as soon as the Employee has notice of the need for leave. The request form will specify the type of leave and the dates of start and return from leave, and will be signed by the employee or someone acting on his behalf. The Company's response to the leave application will be provided in writing.

15.2 Leaves of absence shall be granted at the discretion of the Company except for those categories of leave mandated in this Agreement or as required by law. The Company reserves the right to investigate and request from the employee, documentary proof of the conditions verifying the basis for the leave.

15.2.1 Eligibility for Leave of Absence: Employees who have completed ninety (90) days of satisfactory service are considered eligible for consideration for leaves of absence as hereinafter defined.

15.3 Leave of Absence: Except as described below, a leave of absence is time off without pay for an amount of time appropriate to the circumstances. The leave may be with or without benefits, depending on the circumstances and applicable law. Employees on leave shall not accrue time off benefits (i.e., personal leave) while on leave. Any renewal in approved leave must be by mutual written agreement.

15.3.1 Any employee on a leave of absence for thirty (30) days or more shall not later than two (2) weeks prior to his scheduled date of return, confirm to the Manager of Human Resources the date of his intended return to active employment. Any request to change the scheduled date of return or intention to resign should be reported as soon as known. Employees returning from a leave of absence shall be restored to the job last held, provided the employee has seniority to hold that position. Employees who are not able to return to the same position under this paragraph shall be entitled to exercise seniority rights as specified in the applicable Schedule Agreement.

15.3.2 Those employees returning from a medical leave of absence will furnish a signed letter from his personal physician attesting to physical fitness for resumption of employment, if requested by Human Resources, and will make arrangements through Human Resources to be examined by the Company physician before returning to work.

15.3.3 Any employee returning from a medical leave of absence who is unable to perform the job last held due to medical limitations may be considered for any available positions that he is qualified to perform or for limited duty as specified in Article 13.5.

15.4 Employees on leaves of absence will be terminated if they have:

15.4.1 Failed to furnish a true statement of the reasons for leave.

15.4.2 Accepted other employment while on leave, without the approval of management.

15.4.3 Failed to return to work at the expiration of leave.

15.5 Types of Leave of Absence

15.5.1 Medical Leave of Absence

Time off, without pay will be provided for documented sickness or injury to the employee or family member which renders an employee unable to perform work. Said period shall not exceed one (1) year, but may be extended month by month for up to an additional twelve (12) months, subject to the requirements of the LASSO contract, provided the employee's unrestricted return to duty is reasonably foreseeable within the period of extension. During Family Medical Leave, personal leave and/or sick leave (in accordance with Article 16) may be used at the employee's discretion.

15.5.2 Military Leave of Absence

Time off for active duty while in the Armed Forces: the leave of absence form will be made out for the duration, which will agree exactly with the period of enlistment on the military orders, for a maximum of four (4) years, barring involuntary

extensions. At the expiration of this leave, the employee is expected to report his status either by returning to work at the expiration of his temporary duty; by returning to work within ninety (90) days of his discharge and submitting proof of satisfactory service; or by requesting an extension of leave of absence due to continuing military obligations of an involuntary nature.

A military leave does not cause a break in service, providing the employee returns to work in accordance with the terms of his leave and the Selective Service Acts.

15.5.3 Military Training Absence

Employees serving on short-term military training duty or temporary special services, up to a maximum of ten (10) days, shall be paid the difference between the total military base pay received and their regular base rate of pay, providing military pay does not exceed regular base pay. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from State or Federal Government. Continuous service credit and seniority will accumulate during such military training absence.

15.5.4 Death in the Immediate Family

An employee shall be granted three (3) days paid leave due to death in the immediate family. Two (2) additional paid days will be granted if the employee is required to travel more than three hundred (300) miles round trip to attend the funeral, memorial service or to assist with bereavement details. The immediate family shall include spouse, domestic partner, mother, father, current step-parents, current mother-in-law or father-in-law, children, current step-children, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, spousal grandparents, grandchildren, and (if living in the employee's home) foster children.

15.5.5 Leave of Absence for Union Representatives

Any employee appointed by the President or principal officer of the Union representing the particular unit, or selected for a full-time Union position for a period of time necessary to fill such a position, shall be granted a leave of absence. Continuity of service and full seniority privileges shall be retained and accumulated during such leaves of absence. When a representative's period of service ceases, the Union shall immediately notify the Company in writing and if application is made, within ten (10) days, thereafter, said employee will be given re-employment to his former position, if same still exists, or a comparable position in accordance with seniority privileges, at the wage rate applicable at the time of his return. The number of employees to be granted such leaves of absence shall not exceed two (2) at any one time for any Union except by mutual agreement between the Company and the Union.

15.5.6 Temporary Leave of Absence for Union Business

The Company will grant a temporary leave of absence without pay for Union business (training, conferences, schools, and conventions). Requests shall be made at least forty eight (48) hours in advance, shall not be unjustly denied, and shall be for a period of sixty (60) days but may be extended up to ninety (90) days if mutually agreed upon. Exceptions to the forty eight hour notice can be made by mutual agreement.

15.5.7 Jury Duty

Employees who are called to Jury Duty shall be excused from work for such purposes and will be paid eight (8) hours pay per day at their regular straight time rate.

15.5.8 Witness Leave

An employee subpoenaed as a witness in a federal or state court of law in the state in which he is working will be paid eight (8) hours pay at his current straight time base rate, including shift differential where applicable, for each regular work day for which he is paid a daily witness fee. Witness fees will not be deducted from such pay. This Article will not apply in instances where the employee is called as a witness on his own behalf in an action to which he is a party or where he voluntarily seeks to testify as a witness.

In addition, any employee who is called to testify against the Company shall not be paid for this time. The employee will furnish to the Company evidence satisfactory to the Company showing his attendance as a witness that meets the requirements of this Article. To receive pay for work time lost, employee(s) must provide the Company with a statement signed by an official of the court certifying as to the employee's service as a witness or appearance in a court for that purpose and the date or dates of attendance.

ARTICLE 16 SICK LEAVE

16.1 An employee does not accrue Sick Leave, however those hours remaining in the employee's account may be used subject to the terms of this article. .

16.2 Use of Sick Leave

16.2.1 Payment of Banked Sick Leave shall be at the employees regular straight time base rate not to exceed a maximum of eight (8) hours pay for any one (1) day and shall include shift differential and non-regular workweek differential where applicable.

16.2.2 After a three (3) consecutive work day waiting period or following the use of twenty four (24) hours of PLT, sick leave shall be granted under the following conditions:

- (a) Illness of the employee.
- (b) After 3 consecutive work days, sick leave may be used for an approved Medical Leave of Absence (MLOA) or approved Family Medical Leave of Absence (FMLA) (for the employee's own medical condition or to care for an eligible family member).
- (c) Employees who are eligible to receive short and long term disability payments and who have sick leave credits in their account may be made whole by utilizing a portion of their sick leave credits (in accordance with this article) in conjunction with their short and long term disability payments to equal one hundred percent (100%) of the normal regularly scheduled rate of pay.

16.3 Certification of Personal Illness: The Union agrees that the Company may investigate illnesses or absences of employees before payment for absences including a request for medical certificate as described below:

16.4.1 An employee requiring the use of more than three (3) consecutive days may be asked to provide a medical certification of such use. Certification, for such purposes, must be in writing, signed by the physician who has rendered treatment to the employee or member of his immediate family and state the reason for the employee's inability to report for work. Failure to provide a proper certification may disqualify the employee from payment for the absence and/or may result in disciplinary action.

16.4 It is expressly agreed between the parties that the terms of this Agreement, and any accrued Sick Leave benefits are binding on any successor employer to Institutional Services Contract at Kennedy Space Center whether said successor takes over all or part of the operation. Specifically, but without limitation, accrued but unused sick leave shall continue as an obligation of any successor employer.

ARTICLE 17 UNION REPRESENTATIVES AND UNION ACTIVITIES

17.1 Designation of Stewards and Designee

The Company agrees to recognize 2 stewards and/ 1 business representative designees. In the event a steward's or a business representative designee's assigned area of responsibility is de-scoped from the LASSO contract, the number of stewards and business representatives designees shall be reduced by the number assigned to that area of responsibility, provided that the number of business representative designees shall not fall below four (4). Before any other change to the number previously agreed upon can occur, a meeting between the Company's Labor Relations Manager and the Union's Business Manager shall be held. No unilateral change may be made to the numbers so recognized. The stewards and designees shall be employees of the Company. The Union will provide the Company, on a current basis, a list in writing of the names of the accredited stewards,

designees, and their assigned areas of responsibility. The Union shall also inform the Company in writing of the names of its officers and business representatives accredited to represent it. Such information shall be kept up-to-date by notifying the Company of each change.

17.2 Solicitation of Union Membership

Solicitation of Union membership, collection or checking of dues will not be permitted during working time. The Company agrees not to discriminate in any way against any employee for Union activity, but such activity shall not be carried on during working hours, except as specifically provided for in this Agreement.

17.3 Scope of Steward's and Designee's Union Activities

Union activities on Company time shall fall within the scope of the following functions:

- 17.3.1** To consult with an employee regarding the presentation of a request, complaint, or grievance which the employee desires him to present.
- 17.3.2** To investigate a complaint or grievance of record before presentation to the appropriate supervisor.
- 17.3.3** To present a request, complaint, or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- 17.3.4** To meet with an appropriate manager or other designated representative of the Company, when necessary to adjust grievances in accordance with the grievance procedure of this Agreement. The Company and the Union are in agreement that the minimum amount of time should be spent in the performance of these duties.

17.4 Scope of Union Representatives' Activities

Subject to existing security regulation, the business representative or other authorized representative of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances, complaints or matters arising out of the application of this Agreement and for the purposes of attending meetings in accordance with the grievance procedure. He shall obtain from the Company authorization for each visit and such visit shall be subject to such regulations as may be made from time to time by the Company. The Company will not impose regulations which will exclude such representatives from the work areas nor render ineffective the intent of this provision.

17.5 Permission to Leave Work for Union Activities

When a steward or designee is required to leave his regular duties for the orderly and expeditious handling of a grievance, complaint or other recognized Company-Union business, the procedure outlined below will be followed:

- 17.5.1** The steward or designee will notify his supervisor whenever he must leave his assigned job. In conjunction with securing permission from his supervisor to leave his area, he shall indicate to said supervisor when he will be leaving, the reasons for leaving, his destination, the individuals to be contacted, and the approximate time of his return.
- 17.5.2** When entering the areas of another supervisor's responsibility, he will contact the supervisor before attempting to contact an employee.
- 17.5.3** After completing the business for which approval to leave had been obtained, he will resume his regularly assigned duties.
- 17.5.4** A reasonable amount of time will be granted to the steward and designee for the investigation of grievances.
- 17.5.5** An employee, while serving as a steward or designee, shall not be surplused, transferred or loaned from his area of jurisdiction, and shall remain in his job title, in the area of jurisdiction, and on the shift for which he is designated as steward. If he is not eligible to remain in his job title, he will be offered a downgrade to the highest labor grade job title within his job family, which is then being utilized in his area of jurisdiction and on the shift for which he is designated as steward. If he declines such a downgrade, he will then be subject to normal surplusing procedures as provided in Article 18.

17.6 Introduction of Employees

New employees in occupations covered by this Agreement shall be introduced to the Union steward in the area he is assigned to as soon as possible, but not later than one (1) week after employment. The steward and employee shall have a reasonable amount of time to meet regarding Union business.

ARTICLE 18 SENIORITY

18.1 The Establishment of Seniority

Predecessor service time as currently established will be used in computing an individual's seniority date, providing that he has made the transition to the Company with no break in service.

New hire employees shall be considered on probation and not entitled to seniority until they have completed one hundred twenty (120) day period of probation. Upon completion of the probationary period, the seniority date will be established one hundred twenty (120) days prior to the completion of the employee's probationary period. If a probationary employee is laid off and rehired within a period of time not in excess of the time he had previously spent as a probationary employee, he will be credited with the time previously worked toward completion of his probationary period. It is understood that during said one

hundred twenty (120) day period, probationary employees, although covered by this Collective Bargaining Agreement, may be laid off or terminated and that such action shall not be subject to the grievance and/or arbitration procedures.

18.2 Accumulation of Seniority

Seniority will accumulate continuously without a break providing the employee remains on the active payroll.

When two or more employees have the same seniority date as herein provided, the employee having the lowest Social Security Number (last four (4) numbers of one's Social Security Number) shall be considered as having the least seniority for tie-breaking purposes.

IAM represented employees that bid on an IAM represented job through the job posting system and are subsequently accepted, shall carry their bargaining unit seniority date with them.

18.3 Layoff

When the Company determines that a surplus is necessary within a specific job classification, probationary employees in the occupational classifications affected shall be the first to be surplusd. If further surplusd is necessary, seniority shall prevail. Employees with the least seniority in the job classification shall be the first to be surplusd and last to be recalled. Employees so surplusd shall continue to accumulate seniority for a period of one (1) year if they have less than one (1) year's seniority, and three (3) years if more than one (1) year's seniority. If the employee is not recalled from surplus within said period of time, he shall lose all seniority rights. An employee on layoff shall have recall rights to the last position held prior to the layoff except as qualified in 18.3.1.

18.3.1 Each employee, upon being subject to surplusd action, will have recall and return rights to any lower rated or lateral position held on a permanent basis for sixty (60) or more calendar days. It will be the employee's responsibility to advise management immediately of any return or recall rights. Only jobs held since 10-01-17 shall be considered for recall and/or return rights.

18.3.2 If any employee is on layoff and declines an offer of employment to a position in which he has recall rights, then he shall forfeit any rights to that job.

18.3.3 If an employee is on the active payroll and is subject to a layoff and declines an offer to return to a position in which he has return rights, then he shall forfeit any rights to that job.

18.3.4 If an employee is on layoff and is advised by the Company that the job he is being recalled to is a temporary position, the employee may reject such offer, and irrespective of the actual duration of the job, shall not forfeit his recall rights and shall remain eligible for the next permanent position for the duration of his recall.

18.3.5 In instances where the Company must conduct a layoff, then employees covered

under this agreement will be allowed to volunteer for such layoff. If an employee elects to take a layoff out of seniority, then it is understood that such employee shall forfeit all recall rights as specified in this Article.

18.4 Loss of Seniority

Seniority of an employee will be broken under the following conditions and, when so broken, such employee shall be, for all purposes, considered a new employee if and when rehired.

1. Resignation or other voluntary termination of employment.
2. Discharge for just cause.
3. Accepting a job in the Company that is not represented by the IAM, except as defined in 18.5 below.
4. Absence in excess of three (3) consecutive work days without notice to his immediate supervisor shall be considered as having resigned.
5. Unauthorized absence beyond the time limit of an authorized personal leave or approved leave of absence.
6. Surplus without recall to work within twelve (12) months if less than one (1) year seniority, or three (3) years if more than one (1) year seniority.
7. Failure (i) to report to work after a surplus within ten (10) work days after the Company gives the employee actual notice via phone or written notice to return to work or (ii) to notify the Company within five (5) work days after such notice is given that employee intends to return to work within the 10-day period noted above. The written notice shall have been deemed to have been sufficiently given if sent to the employee's last known address as furnished to the Personnel Department of the Company.

18.5 Transfer Into or Out of Unit

The Company may transfer or promote employees covered by this Agreement to management (supervisory) payroll. The seniority of an employee transferred from a classification covered by this Agreement to a management (supervisory) classification shall be frozen for a period of one year from the date of transfer/promotion. At the end of the one year period the transferred/promoted employee's seniority shall be broken. In case of transfer or demotion to a classification covered by this Agreement, such seniority shall apply.

18.6 Bargaining Unit Status Report

18.6.1 A seniority list will be provided to the Union on a quarterly basis. The report will include the following information:

- (a) Employee name

- (b) Employee number
- (c) Job number or job title
- (d) Seniority date

18.6.2 An additional list may be requested by the Business Agent, which will include the following information:

- (a) Employee name
- (b) Rates of pay
- (c) Addresses
- (d) Telephone numbers

18.7 Severance Pay

Employees who are laid-off in the bargaining unit shall receive severance pay based on the employee's length of service in the bargaining unit, as determined by their IAM seniority date on the seniority list, according to the following schedule:

Length of Service	Severance	Length of Service	Severance
1 Year	1 Week	9 Years	9 Weeks
2 Years	2 Weeks	10 Years	10 Weeks
3 Years	3 Weeks	11 Years	11 Weeks
4 Years	4 Weeks	12 Years	12 Weeks
5 Years	5 Weeks	13 Years	13 Weeks
6 Years	6 Weeks	14 Years	14 Weeks
7 Years	7 Weeks	15 Years +	15 Weeks
8 Years	8 Weeks		

Severance will not be paid in case of:

- A Lay-offs due to a strike or picketing causing a temporary cessation of work.
- B Any form of termination resulting in the loss of seniority.
- C Congressional funding delays causing temporary cessation of work.
- D Layoff or termination of employment related to the termination of the LASSO Contract in its entirety or related to a decision by NASA not to exercise an option of the LASSO Contract.

During the life of the LASSO contract, severance pay shall be paid from the date of such layoff as continuation pay in the normal biweekly pay. If an employee who has previously received severance pay is rehired and subsequently terminated, his/her severance will be calculated on years of service from his/her most recent date of rehire.

Employees will not be eligible for severance payment under this policy in the event the Company's contract with NASA/Air Force is terminated in full or in part if the employee, within sixty (60) days after termination of his employment or completion of

his contract, whichever date is the later, is employed by or accepts employment, or enters into an agreement for subsequent employment with a succeeding contractor under a follow-up contract in a position requiring the same, similar, or greater responsibility or skill. . If an employee is employed with a subsequent non-government contractor and experiences a reduction in wages at the beginning of his employment, the employee will receive severance in the amount of the difference of wages paid for the weeks described in the chart above; given the employee is in a position performing the same, similar, or greater duties. Employees who fail to pursue in good faith reasonable efforts to secure such a position will likewise not be eligible for severance and will be treated as a voluntary termination. Any employee hired by a successor contractor after the sixty (60) day waiting period shall be entitled to severance pay as stated above.

ARTICLE 19

SHIFT CHANGE AND SHIFT DIFFERENTIAL

19.1 Change in Shifts

Regular shifts will continue to be scheduled as presently established and changes in regular shifts will be made only as directed by operating requirements.

19.1.1 In the event an employee's shift is temporarily changed (less than five [5] consecutive work days duration) during his regular work week, the employee shall be compensated for all hours worked outside of his normally assigned shift for the first day of the change at the appropriate premium rate on the workday of the change.

19.1.2 In the event an employee's shift starting time is temporarily changed (less than five [5] consecutive work days duration) during his regular work week, the employee shall be compensated for all hours worked outside of his normally assigned shift for the first day of the change at the appropriate premium rate on the workday of the change.

19.1.3 Changes in shift assignments shall be made on the first day of a new work week, whenever practical.

19.2 Shift Preference

The Company shall have the right to assign employees to any shift to meet its manpower requirements. Subject to the foregoing and providing it is deemed by the Company that its operating requirements permit, senior employees shall be given preference over other employees and new hires for placement in available jobs in their job title.

19.3 Shift Bid

An employee shall be allowed to make a request for shift change or work week preference to his or her immediate supervisor once each six (6) months. Upon receipt of the request, the supervisor will determine if there is a junior employee in the same job title and on the requested shift or work week. If there is such a junior employee and the supervisor

determines that the two employees are interchangeable and can perform each other's jobs, senior employee's request will be honored. In areas where special training and/or certifications are required, employees shall be limited to displacement once each twelve (12) months. Shift change requests will be honored within ten (10) working days. The Union shall have the right to challenge management's decision relative to qualifications through the grievance procedure.

ARTICLE 20 OVERTIME

20.1 Overtime

The Company will attempt to meet its overtime requirements on a voluntary basis among the employees who normally perform the work on a straight time basis, however, in cases of selective overtime, new hires or rehires may be excluded for the first ninety (90) calendar days of their employment. In the event there are insufficient volunteers to meet the requirement, the supervisor may designate and require the necessary number of employees to work the overtime. Overtime groups will be determined by the Company.

It is recognized that although the Company will endeavor to equalize the distribution of overtime, there may be occasions due to emergencies, that would require overtime assignments to be administered in a manner inconsistent with the foregoing.

20.1.1 The Company will attempt to meet its overtime requirements in the following manner.

1. A reasonable effort will be made to keep the overtime hours as equitable as possible.
2. Overtime will normally be offered to the employee with the lowest hours first, however, if through some scheduling error, an employee is worked out of sequence then no penalty shall apply and the employee missed in sequence will be offered the next available overtime. If the parties mutually determine an employee was intentionally overlooked in the overtime selection, the employee shall be paid for overtime hours missed.
3. A supervisor may take into consideration skill, ability, and travel time when an emergency exists, but should use sound judgment to avoid potential labor problems.
4. Employees will be charged for amount of overtime worked or refused. If he is on Limited Duty, he will be charged for Overtime he is not qualified to work.
5. Overtime will be worked by employees who normally perform the work.
6. When third shift is not manned, overtime should be covered by holding second shift over and/or bringing day shift in early. If covering an entire third shift with overtime, an attempt should be made to split the overtime between

the first and second shift.

7. An employee that is off the job, and/or ineligible for overtime, for thirty (30) days or more will be averaged in when he returns.
8. An employee changing overtime groups will be averaged into the new group.
9. An employee that has his shift temporarily changed (less than thirty [30] days) shall be averaged into the new group. The overtime hours worked will be carried back to his normal shift of work when he returns.
10. A new hire will be averaged into the overtime list once it is determined he is capable of performing any work assigned.
11. If an employee is asked to work and refuses, he is charged. If the overtime list has been gone through and additional help is still needed, then the low man is forced to stay. In this instance, that employee is charged with the overtime twice.
12. For unscheduled call-in, the supervisor or person in charge should attempt to call the employee with the lowest hours first, working up the list until he gets sufficient employees to complete the task.
13. If changing crews limits the ability to effectively complete the work task, a supervisor can continue to work the original crew. This should be limited to four hours as a normal practice.
14. An employee leaving on personal leave for a week or more may work overtime on the weekend preceding personal leave, if he chooses, or requests to be off and not charged if it interferes with previous personal leave arrangements.
15. Overtime lists will be maintained on forms provided by the Company. These lists will be posted in a spot where employees have access.
16. Each January 1st, the overtime lists will be zeroed out by giving the low man - 0- hours and subtracting the hours that he had accrued from everyone above him.
17. Union officials and stewards will not be charged for overtime declined in order for them to attend normal Union meetings.
18. If an employee schedules personal leave prior to a holiday, he will not be eligible to work overtime until his first regular work day back after the holiday period, unless the entire crew is working and additional help is needed.
19. If an employee schedules personal leave or is on sick leave or LWOP (partial day at end of shift or full day) on Friday, he shall not be eligible for overtime on

Saturday or Sunday. The only exception would be if everyone else has been asked, then he may be offered the overtime prior to forcing someone in. If an employee accepts overtime for his/her weekend during the week and subsequently requests time off for Friday, he/she will be charged for the overtime.

20. For the purpose of health and safety, employees will not normally be permitted to work in excess of twelve (12) hours in any given day.
21. In instances when an employee is directed by the Company to report for work at a time which is less than eight (8) hours after his regular preceding shift of work ended, such employee upon so reporting for work will be paid at the appropriate overtime rate for all hours continuously worked thereafter, until he receives an eight (8) hour rest period.
22. Employees shall be assigned overtime in accordance with the KSC/CCAFS Maximum Work Time Policy.
23. Employees scheduled for Military Reserve Duty on a weekend will not be charged for overtime declined in order for them to fulfill the military requirement. Documentation of that requirement must be provided.

20.1.2 Employees may be denied overtime opportunities in the following circumstances, if working the individual causes them to exceed the allowances specified in the Maximum Work Time Policy. These employees will remain in place on the overtime list until such time as the rest period is satisfied.

1. All employees shall be limited to sixteen (16) consecutive hours in one workday.
2. All employees shall be limited to two hundred and forty (240) hours in four (4) consecutive weeks.
3. All employees shall be limited to fourteen (14) consecutive days of work unless a waiver is achieved.

Any exceptions to the above limitations shall be based on an emergency.

Waivers that can be written will be written and processed for approval in accordance with the LASSO Maximum Work Time Policy.

This Section will remain in effect unless more restrictive overtime policies are directed by the customer or the Government, at which time this paragraph will be open for negotiations.

20.2 Computation of Overtime Payment

Payment for overtime hours worked shall be computed at the following rates:

(a) Hours worked in excess of eight (8) per day or forty (40) per week shall be paid at the rate of time and one-half the employee's regular straight-time hourly rate.

(b) Notwithstanding anything to the contrary in this Agreement no hours worked shall be compensated at double time.

20.3 The following table shall be used for pay purposes only, to identify the applicable window that work is to be considered to have taken place. As such, the table is used to determine the appropriate overtime rate to use on an employee's first or second regularly scheduled day off.

If Work Period Starts	Through	Shift	Day
If Work Period Starts	Through	Shift	Day
10:00 PM Friday	5:29 AM Saturday	3rd	Saturday
5:30 AM Saturday	1:59 PM Saturday	1st	Saturday
2:00 PM Saturday	9:59 PM Saturday	2nd	Saturday
10:00 PM Saturday	5:29 AM Sunday	3rd	Sunday
5:30 AM Sunday	1:59 PM Sunday	1st	Sunday

20.4 Wage Payment Basis

Employees shall be paid for time worked computed to the nearest one-tenth hour.

20.5 Pyramiding

No employee shall receive more than one overtime or premium rate for the same hours worked; and, if more than one rate is applicable to the same hours worked, the higher rate only shall be paid.

ARTICLE 21 WAGE RATES FOR NEW OCCUPATIONAL CLASSIFICATIONS

In the event the Company desires to establish new occupational classifications and such occupational classifications are included in the bargaining unit, by mutual agreement of the Parties hereto, the applicable wage rates shall be determined by negotiation between the Company and the Union. Operations shall not be delayed through failure to immediately agree upon wage rates applicable to any such occupational classification. In such cases, pending the results of negotiations, the Company will establish the new occupational classifications and the Company-proposed wage rate applicable thereto, and shall place such occupational classifications and such wage rates into effect. Negotiated rates finally established which are higher than the Company-proposed rates will be paid retroactive to the date of the start of the occupational classification but, in no event, prior to thirty (30) days from the date which the Union notified the Company in writing challenging said wage rates. During any and all such negotiations, all other provisions of this Agreement will remain in full force and effect and resolution of any such negotiations must be arrived at by agreement between the Parties. In the event a new wage rate is not agreed upon between the Parties, the issue may be submitted to arbitration.

ARTICLE 22 RATES OF PAY

22.1. The wage rates for employees covered by this Agreement shall be as set forth in Schedule A and the hourly wage rate table in Schedule B, attached hereto and made a part hereof.

22.2. Lead Pay

Any employee selected by Management to perform a lead function shall receive \$1.00 per hour in addition to his regular straight-time base rate of pay for all hours worked as lead, which shall be added to his base rate and made a part thereof, while so assigned. Effective October 1, 2021, the pay for leads shall increase to \$1.25 per hour. If an employee performs as a lead for thirty (30) days or more and is off on holiday, personal leave or short-term sick leave, he shall continue to receive lead pay.

22.3. Pay Days

Pay days for employees under this Agreement, on all shifts, shall be on or before Friday of every second week at which time they will be paid through Friday of the preceding week, except when circumstances intervening beyond the Company's control make such practice impossible.

Employees shall be paid through direct deposit or mailing to their address on record. Those electing to have a check mailed to their homes may experience a delay and not receive their check on Friday.

22.4. Report Time

If an employee reports for work in accordance with instructions, he shall receive a minimum of four (4) hours pay at the appropriate rate. Report time will not apply in case of emergency shutdowns arising out of any condition beyond the Company's control. An employee who leaves work of his own volition, or because of incapacity (other than industrial injury), or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day. An employee who leaves work because of incapacity due to industrial injury will be paid eight (8) hours pay at his base rate on the day of the injury only.

22.4.1 In order to satisfy appropriate rest periods, the Company may elect to have an employee report to his next regular shift of work later than normal, or send that employee home prior to the end of his regular shift of work. If that occurs, then the Company will pay the employee for his regular shift of work at straight-time. This shall be charged against Report Time. In accordance with Article 14, section 14.1, this practice should not be misconstrued as a guarantee of hours.

22.5. An employee assigned to the second shift shall receive a shift differential of one dollar (\$1.00) per hour which shall be added to his base rate and made a part thereof, while so

assigned and while on paid time off. Effective October 1, 2021, the shift differential for second shift shall increase to \$1.25 per hour.

- 22.6.** An employee assigned to the third shift shall receive a shift differential of one dollar (\$1.00) per hour which shall be added to his base rate and made a part thereof, while so assigned and while on paid time off. Effective October 1, 2021, the shift differential for third shall increase to \$1.50 per hour.
- 22.7.** An employee assigned to work a non-regular work week (other than Monday through Friday) as provided in Section 14.1 of this Agreement, shall have two dollars (\$2.00) per hour added to his base rate and made a part thereof while so assigned and while on paid time off.

ARTICLE 23 PERSONAL LEAVE TIME

23.1 General

It is the policy of the Company to grant personal leave to employees as herein provided. It is believed that a reasonable period of time away from the job is conducive to good health and well-being and can have a refreshing effect that is to the advantage of the Company as well as the employee. Accordingly, it is management's responsibility to give each eligible employee the opportunity to take a personal leave each year. Every effort will be made to ensure that each employee uses all his personal leave credits for time off within a period of time available to him.

23.2 Allowance for Use of Credits

- a. Personal leave credits will be awarded on a biweekly basis. The amount of personal leave credits awarded will be calculated at one- twenty-sixth of each employee's annual accrual and will be credited to the employee's account biweekly, provided the employee is on the active payroll and in a pay status for at least one day during the pay period. An employee's annual accrual will be computed per the following schedule:

Years of Service	Hours Accrued/ Pay Period	Hours Accrued/Year	Maximum Annual Carry Over Hours
Less than 5	4.62	120.12	160
5 but less than 10	5.54	144.04	200
10 but less than 15	6.16	160.16	240
15 but less than 20	7.69	199.94	280
20 or more	8.62	224.12	280

- b. Employees may use personal leave credits as soon as they are awarded, provided work requirements are such their supervisor can approve time off.
- c. New hire employees will accumulate and earn personal leave credits during the

probationary period, however, they may not use these credits until they finish probation.

23.3 Accumulative Credits

Previously awarded personal leave credits which remain unused on the last day of the final pay period in December may be carried over to the following calendar year per the schedule listed above. Any unused credits in excess of this maximum carryover will be paid to the employee in January of each calendar year.

23.4 Use of Personal Leave Credits

- a. Personal Leave credits are to be used in amounts of thirty (30) minutes or more.
- b. Employees shall request personal leave dates on forms provided by the Company and the Company will endeavor to schedule personal leaves as requested.
- c. In an effort to equitably meet employees' requests for personal leave time off and in order to be compatible with efficient operations, all employees may, on or before December 1st of each year, submit their personal leave preferences in writing for the following year. Employees shall have the right to change their times throughout the year; however, if a junior employee has already been granted a specific time for personal leave, he shall not be bumped from this time.
- d. In instances where management believes the awarding of personal leave as requested will interfere with work requirements, the scheduling of personal leaves shall be as near to the dates requested as possible.
- e. In scheduling personal leave, the Company will attempt to meet its work requirements by use of employees on a voluntary basis and, failing in this, the senior employee will be given their preference of available personal leave dates to the extent established personal leave schedules will permit.
- f. There will be no pay in lieu of time off for personal leave, excluding the provisions of Section 23.3. The intent of this provision is to cause each employee to use the personal leave credits awarded for time off.
- g. It is understood and agreed that in order for an employee to receive payment for a personal leave day, he must get approval at least twenty-four (24) hours in advance.
- h. On occasion, an employee may have a legitimate emergency arise that requires personal leave on a regularly schedule workday. When such an emergency arises, the immediate supervisor may waive the requirement for prior approval and grant the payment of the personal leave provided that no later than one hour prior to the scheduled start of shift the employee follows the procedures set forth below to obtain approval.

- (1) The employee must call their immediate supervisor's cell phone and either

Speak with the supervisor or leave a message on the cell phone.

- (2) Notification to the supervisor (including the message left on the cell phone) must include the reason for the absence and the anticipated return to work date.
- (3) Failure to provide the required notice may result in leave being disapproved.

23.5 Termination

- a. An employee who is removed from the active payroll shall be provided pay in lieu of personal leave for all unused and accrued personal leave credits in his account, up to and including the effective date of termination. This payment shall include shift differential and non-regular work week differential and lead pay, if so assigned at the time of termination and for the thirty (30) consecutive days immediately preceding termination.

ARTICLE 24 HOLIDAYS

24.1 Designated Holidays

The following holidays shall be observed:

2021 Holiday Schedule	
Date	Holiday
Monday, May 31,	Memorial Day
Monday, July 5	Independence Day
Monday, September 6	Labor Day
Thursday, November 25	Thanksgiving Day
Friday, December 24	Christmas Holiday
Monday, December 27	Christmas Holiday
Tuesday, December 28	Christmas Holiday
Wednesday, December 29	Christmas Holiday
Thursday, December 30	Christmas Holiday

2022 Holiday Schedule	
Date	Holiday
Friday, December 31	New Year's Day
Monday, May 30	Memorial Day
Monday, July 4	Independence Day
Monday, September 5	Labor Day
Thursday, November 24	Thanksgiving Day
Monday, December 26	Christmas Holiday
Tuesday, December 27	Christmas Holiday
Wednesday, December 28	Christmas Holiday
Thursday, December 29	Christmas Holiday
Friday, December 30	Christmas Holiday

2023 Holiday Schedule	
Date	Holiday
Monday, January 2	New Year's Day

24.2 Pay for Designated Holidays

24.2.1 The Company shall pay employees for each of the designated holidays at their base rate in effect at the time of the holiday, plus shift differential and non-regular work week differential, if applicable, for the number of hours per day during the work week in which the holiday occurs. In no event will the payment for hours not worked on one of the designated holidays be in excess of eight (8) hours.

24.2.2 Employees who work on any one of the designated holidays shall be paid time and one half their base rate for all hours worked on such holiday, plus shift differential if applicable and shall, in addition, receive the holiday pay to which they may be entitled in accordance with the above.

24.2.3 For new hire employees to be eligible for holiday pay, they must be on the payroll at least thirty (30) days prior to any holiday. All employees must have worked their last scheduled shift preceding or first scheduled shift succeeding the holiday, and if not on leave of absence, shall be eligible for pay for that holiday. Exceptions to these requirements are:

- (a) If the employee can furnish proof satisfactory (i.e., medical certification) to the Company that because of illness or injury (except workers' compensation) or bereavement has not been longer than fifteen (15) calendar days, the employee remains eligible for holiday pay.
- (b) If an employee's absence is due to a workers' compensation claim or if his absence is sixteen (16) calendar days or longer and subject to disability payments, he is not eligible for holiday pay, but will be compensated at the rate appropriate to the situation.
- (c) Any employee required to report for jury or witness duty per Article 15 of the Agreement, or any employee required to report for military training absence per Paragraph 15.5.3 shall be considered as meeting the shift requirements for holiday pay.

24.3 Holidays During Personal leave

Should a holiday occur while an employee is on personal leave, the employee shall be allowed to charge to holiday and not personal leave for the day.

24.4 Employees on Non-Regular Work Week

- (a) For those employees who regularly work on Saturday and/or Sunday, receiving two (2) consecutive days off during the week, the two (2) days off shall be treated as Saturday and Sunday, in that order, for the purpose of this Article.
- (b) Should any of the designated holidays observed in this Article occur on the employee's first regular scheduled day off (Saturday), the preceding day shall be considered as the holiday for such employees. Should any of the designated

holidays observed in this Article occur on the employee's second regular scheduled day off (Sunday), the following day shall be considered as the holiday for such employees.

24.5 Additional Holidays

The Company agrees that any national holiday that is established during the term of this agreement by an act of Congress, or by proclamation of the President of the United States, shall be extended to the employees covered by this agreement, provided prior approval for payment for same has been received by the Company from the Contracting Officer.

ARTICLE 25 GROUP INSURANCE

25.1 Health Dental and Vision Plans

Except as provided elsewhere in this Agreement, each signatory company shall continue to offer the same medical, dental, and vision plans it offered as of April 1, 2021, for the remainder of 2021. In addition each signatory Company will continue to honor any prior written agreements in regards to benefit administration.

Except as provided elsewhere in this Agreement, each signatory company shall continue to offer the same medical, dental, and vision plans it offered as of April 1, 2021 for the remainder of 2021.

The Company and employee will share the cost of the Company Standard health, dental, and vision plans on a 80%/20% basis with the Company paying 80% and the employee paying 20% for the duration of this agreement.

Increases will be borne on the same percentage basis. The company insurance plans may be modified from year-to-year for cost containment or legally required or carrier imposed changes.

In the event the weighted average (based on the then current number of enrollees by tier of coverage) premium / self-insured cost for a given type of insurance (medical, dental, or vision) for a given signatory company should increase more than 15% over the prior year's premium / self-insured cost (using the same enrollment numbers referenced above), either party may request to negotiate a new plan. If the parties have not reached agreement on a new plan as of the date needed to implement a normal enrollment for the following plan year, the company shall have the right to implement a plan design having a weighted average premium / self-insurance cost which is not more than 115% of the prior year's premium / self-insurance cost. Company will not change the plan by more than necessary to bring the premium / self-insurance cost to 115% of the previous year's premium / self-insurance cost.

Notwithstanding anything herein to the contrary each signatory company shall have the right without prior notice to or negotiations with the Union to change:

- A. Providers for any benefit plan, health or otherwise referenced in this agreement, provided the new plan(s) is equivalent or substantially similar to the prior plan.
- B. Plan designs / provisions as may be necessary to comply with applicable laws and regulations and / or to avoid the imposition of any penalties, fines, excise taxes, or additional government imposed costs (collectively "government imposed costs"). Company will not reduce benefits by any more than necessary to avoid the additional costs listed in this paragraph, 25.1 B.
- C. The employee contributions by reducing the contribution paid by employees in one or more of the job classifications in lieu of and / or in conjunction with changing plan designs / provisions, if such reductions are needed in order to avoid the impositions of any of the government imposed costs, referenced above.

The Union reserves the right to present optional insurance plans in order to contain insurance costs to the Company. Employees that have retired from the military and are eligible for medical insurance as retirees may participate in TriCare.

25.2 Life, AD&D, STD and LTD Insurances

Life and AD&D insurance shall be provided by the Company to all employees at an amount equal to one times their base salary. The Company will also provide Short Term Disability at no cost to the employee. Employees may purchase Optional Life, AD&D and LTD Insurance at their own expense through the Company's optional plans.

25.3 EBS

The Company agrees to make arrangements during the fourth quarter (FY) for Employee Benefits Inc., to meet individually with bargaining unit employees on site, for a period of no more than 1 hour per year, in order to present available, supplemental insurance options. Employees who wish to participate in EBS benefits will do so via home billing.

ARTICLE 26 RETIREMENT

Effective with the start of the first payroll period of each signatory company beginning after 04/01/2021 the Company shall contribute to the IAM National Pension Fund, National Pension Plan \$3.80 per hour (in addition to funds being paid as a result of the IAM Pension Fund Rehabilitation Program). Company contributions are described below:

January 1, 2022 - \$3.80
January 1, 2023 - \$3.80

To meet the mandatory requirements of the IAM Nation Pension Fund Rehabilitation Program the Company will contribute the following amounts to the IAM Pension Fund per employee up to

40 hours per week:

2021 - \$.19

2022 - \$.29

2023 - \$.38

If Federal Law requires the Company to make contributions in excess of the amount listed above, the Company shall have the right to adjust hourly wage rates downward by the amount of such excess.

401(K) SAVINGS PLAN

All employees covered under this agreement shall be eligible to participate in the Company sponsored 401(K) Savings Plan. Employees will be permitted to contribute up to the maximum allowable by IRS regulations. There will be no company match on 401(k) contributions.

ARTICLE 27 SAVINGS & SEPARABILITY

It is not the intention of either the Company or the Union to violate any law or legally enforceable regulation by the subject matter or enforcement of this agreement. The parties agree that, in the event any provisions of the agreement are finally held to be illegal or void as in contravention of any applicable law, the remainder of the agreement shall remain in full force and effect. The employer and the Union agree further that, if and when any or all provisions of this agreement are finally held to be illegal or void, the parties will enter into negotiations promptly concerning the subjects affected by such decision for the purpose of achieving conformity with the terms of the applicable law and intent of the parties of this agreement.

ARTICLE 28 DURATION

This Agreement shall become effective as of April 1, 2021, which date is the date as of which this Agreement was executed (sometimes referred to as the "effective date of this Agreement") and shall remain in full force and effect until midnight at close of March 31, 2023, and shall automatically be renewed for consecutive periods of one (1) year thereafter unless either party shall notify the other in writing at least sixty (60) days, but not more than seventy-five (75) days prior to March 31st of any calendar year beginning with 2021 of its desire to terminate the Agreement in which event this Agreement shall terminate at midnight at the close of such March 31st unless renewed or extended by mutual written agreement. In the case of such notice, the Parties agree to meet immediately thereafter for the purpose of negotiating a new agreement or written renewal of this Agreement.

SIGNATURE OF THE PARTIES

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their duly authorized representatives

Kevin DiMeco
Kevin Dimeco, Assistant
Directing Business Representative

Douglas Wyatt
Douglas Wyatt, LASSO
Program Manager, Amentum

Tim McGinnis
Timothy McGinnis
Committee Member

KC Walla
Kenneth Walla, LASSO
Operational Labs Manager, Amentum

Randal Minnear
Randal Minnear
Committee Member

Don Kahn
Don Kahn, LASSO
Branch Manager, Amentum

Theodore Bonner
Theodore Bonner,
HR/LR Manager, Amentum

Dale Patenaude
Dale Patenaude,
Vice President, Rothe

SCHEDULE A

Grade	Job Classification
1	Laboratory Engineering Specialist
2	Laboratory Cleaning Mechanic
	Laboratory Quality Assurance Technician
	Laboratory Sampling Technician
	Laboratory Technician
3	NDE Technician
4	Logistics Specialist
	Scheduler/Planner

Effective October 2, 2021 the below Schedule A will take effect:

Grade	Job Classification
1	Laboratory Engineering Specialist
2	Laboratory Cleaning Mechanic
	Laboratory Quality Assurance Technician
	Laboratory Sampling Technician
	Laboratory Technician
	NDE Technician
4	Logistics Specialist
	Scheduler/Planner

SCHEDULE B

HOURLY WAGE TABLE

LABOR GRADE	Current	10/1/2021	10/1/2022
1	\$38.23	\$39.57	\$41.35
2	\$36.08	\$37.34	\$39.02
3	\$32.95		
4	\$26.45	\$27.71	\$28.96

B.1

The hourly wage rates noted in the "Hourly Wage Rates" table in this Schedule B shall take effect on the first day of the first payroll period for each signatory company which follows the applicable date noted in that table.

B.2

Any employees that are below the maximum of their grade shall receive an Automatic Rate Progression (ARP) of \$.50 each six months (payable the first pay period each February and August) until the employee reaches the maximum of his grade. New hire employees or employees that transfer into one of the classifications listed below shall receive \$3.00 below the target rate. Employee who are in the APR will receive an increase in October of each year, but will remain the same dollar amount below the maximum of the grade as they were in August of that same year. The ARP will not apply for Grade 2 or 3 employees promoting into a higher classification. For any new hire or promotion, the Company may apply the ARP schedule in accordance within the established mins and maxs for the position, except as described above.

B.3

Employees shall receive an additional \$5.00 per hour for all hours worked in a SCAPE suit. This payment shall be limited to the actual "air on" time in SCAPE. There will be a guarantee of at least four (4) hours per suiting with total hours not to exceed the number of hours worked. In addition, a \$5.00 per hour pay differential will be paid to propellants & life support personnel for actual hours worked (air on time) in a Class B PPE, also referred to as Splash with Breathing Air.

B.4 Licenses and Certifications

The Company will pay for the renewal of required licenses and certifications. The Company will also pay for newly required licenses and certifications added to positions during the term of contract. The Company will not pay for licenses or certifications required for new hires or promotional opportunities. For those employees required to have CDL's, the Company will provide up to four (4) hours off with pay for CDL renewals.

Amentum/Rothe/and IAM

Substance Abuse Program

1.0 Applicability and Purpose:

This Program applies to all employees covered under this Collective Bargaining Agreement (CBA). Since illegal or unauthorized substances abuse can seriously and adversely affect the safe and efficient operation of the contract, the wellbeing of Company and NASA Employees, and others located on KSC, to prevent substance abuse at KSC and related sites, this policy is designed to safeguard the primacy of individual privacy and the need to treat everyone with dignity and respect, while protecting the Company's and NASA's employees, as well as physical and financial assets.

2.0 References:

- 2.1** The Company's Drug & Substance Abuse Policy
- 2.2** 21 CFR Parts 1308.11 to 1308.15
- 2.3** 49 CFR Part 40
- 2.4** DHHS guidelines and procedures

3.0 Definitions:

- 3.1 Substance Abuse** - The adverse effect upon the human body caused by introducing into the body controlled substances that alter the normal functioning and control of the bodily faculties.
- 3.2 Work Site** - Any office, Company or NASA facility, warehouse, facility work location, vehicle, aircraft (or other conveyance) owned by or assigned to the LASSO, or the customer, or private vehicle on NASA property.
- 3.3 Controlled Substance** - Amphetamines, cocaine, opium and opiate derivatives, phencyclidine and cannabinoids or other substances as listed in Schedules I through IV of 21 CFR Parts 1308.11 to 1308.15.
- 3.4 PRESCRIPTION DRUG ABUSE** - Legally controlled substances. The use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed is prohibited. Employees and others covered by this program may possess on Company or customer premises prescription drugs and "over-the-counter" medications provided:
 - 1. The prescription medication has been prescribed by an authorized medical practitioner within the past 12 months for current usage by the employee in possession and the medicine is in its original container and is in the employee's name.
 - 2. The employee does not consume the medication more often than as prescribed by the

employee's physician. Also, the employee must not voluntarily allow any other person to consume the medication.

3. The employee, who has been prescribed medication that could cause adverse side effects while working, informs his or her supervisor prior to using such substance on the job.

The Company reserves the right to have a licensed physician determine if use of a prescription drug or medication by an employee may produce effects which increase the risk of injury to the employee or others while working. If such a finding is made, the Company may limit or suspend the work activity of the employee during the period that the physician advises that the employee's ability to perform his or her job safely may be adversely affected by the consumption of such medication. Any employee who has been suspended or limited may seek substitute medication from his or her physician and may request that the Company physician make an additional determination concerning the affect the substitute medication may have. If the Company physician determines that the substitute medication will not adversely affect the employee's performance then the suspension or limitations will be lifted.

- 3.5 Medical Review Officer (MRO)** - Physician who is licensed in the state in which he/she is practicing and has experience in drug testing and its toxicology.
- 3.6 Substance Abuse Screen** - A designated laboratory process designed to detect Illegal and Unauthorized drugs or Alcohol performed by a NIDA Testing Laboratory.
- 3.7 Testing Laboratory** - A laboratory or organization licensed by the state in which it is located to test for drugs of abuse and which currently maintains National Institute on Drug Abuse (NIDA) certification.
- 3.8 Use** - Employ, avail oneself of, under the influence of, consume, take, administer, ingest, have present anywhere in or on the body, or other commonly accepted means of use.

4.0 Policy and Procedure:

- 4.1 General Policy** - All Company and customer work sites shall be free from the use, possession, or distribution of illegal, controlled or unauthorized substances or items. Any employee who unlawfully possesses, uses, sells, or distributes illegal or unauthorized substances, including controlled substances, inhalants and alcohol, on or at any Company or customer work site will be subject to disciplinary action, up to and including termination. The parties agree to conduct random substance abuse screening in accordance with this agreement. Random testing for employees required to possess CDLs will be administered in a separate program.

Drug tests shall be administered when there is specific, objective reason to believe that the individual to be tested is jeopardizing workplace safety or is not performing his job because of intoxication and/or impairment, or when an employee is involved in an accident and/or injured while on duty.

No test other than post accident or injury shall be administered until the Company has reason to believe that the employee is impaired through direct observation by at least two management officials, one of whom is not the employee's immediate supervisor. The employee's Union representative will be advised immediately, if available, or as soon as

possible thereafter.

If an employee realizes that he has a drug or alcohol dependence problem and voluntarily seeks help, then we will assist that employee in obtaining professional help. However, it is understood that the burden rests on the employee to seek and accept professional help.

It is understood and agreed that all employees under this program will be required to sign forms consenting to drug and/or alcohol tests as presently attached to the Company's "Drug & Substance Abuse Policy". However, no employee shall be required to sign any waiver of his Constitutional Rights in conjunction with the administration and processing of this program.

Employees testing positive will be subject to termination. With the clarifications contained herein, the parties agree to the Company's Drug & Substance Abuse Policy. Where there is conflict with this policy, this agreement will prevail.

4.1.1 Employees that are on layoff or LOA status for a period of time in excess of 90 calendar days shall be subject to drug and/or alcohol screening upon their recall to work.

4.1.2 Employees that test positive will not be allowed to report to work and will be subject to the provisions of this agreement and/or the Company's Drug & Substance Abuse Policy.

4.2 Post-Accident Testing - An employee involved in an occupational incident or accident or rule violation that involves an OSHA reportable injury or fatality, damage to property, systems or equipment, or a motor vehicle, or motorized equipment accident, will be subject to substance abuse testing with the concurrence of Human Resources.

4.3 Random and Annual Drug Testing – All employees will be subject to random illegal or unauthorized substance testing on an annual basis. All positions covered by the CBA will be included in this program. The Company will determine, at its discretion, when the random screening is to be conducted and the percentage of employees to be tested. A list of employees will be randomly generated based on the predetermined percentage. Names cannot be removed or added to the randomly generated list. Employees selected by the random generation will be notified to report for testing and will be escorted by a member of management to the testing facility.

4.4 Specimen Collection and Substance Abuse Testing

4.4.1. Specimen Collection - All illegal or unauthorized substance abuse test specimen will be collected, sealed, and monitored in accordance with the guidelines established by the Department of Health and Human Services (DHHS) using a Chain of Custody methodology specifically required by the governing program.

4.4.2. Specimen Transportation - The labeling, control, and transportation of illegal or unauthorized substance abuse test specimen will be accomplished in accordance with the established DHHS procedures and 49 CFR part 40.

4.4.3. Substance Abuse Testing - Urine Specimen.

All urine specimens will be transported under an established Chain of Custody procedure to a NIDA certified laboratory for actual testing. As a minimum, the drug profile will include amphetamines, Cannabinoids, cocaine, opiates, and Phencyclidine. All testing will be performed in accordance with established DHHS procedures and the prevailing DHHS

cutoff levels will be used.

Substance		Initial Test Cutoff Concentration (nanograms/milliliter)
Marijuana metabolites		50
Cocaine metabolites		300
Opiate metabolites		2000
Phencyclidine		25
Amphetamines		1000
Substance		Confirmatory Test Cutoff Concentration (nanograms/milliliter)
Marijuana metabolite		15
Cocaine metabolite		150
Opiates:		
Morphine		2000
Codeine		2000
6-Acetylmorphine		10
Phencyclidine		25
Amphetamines:		
Amphetamine		500
Methamphetamine		500

Each urine specimen shall be tested initially by immunoassay process. All specimen identified as positive by the initial test shall be confirmed by a second test using a gas chromatography / mass spectrometry (GC/MS) technique.

- 4.5 Consequences of Illegal or Unauthorized Substance Testing** - An employee testing positive for the presence of illegal or unauthorized substances, except when the positive result is due to the use of lawfully obtained prescription or over-the-counter medications, will be subject to disciplinary action up to and including dismissal.

The employee will be given the opportunity to obtain a second independent analysis at the employee's cost. The second analysis will be performed by a NIDA-certified Testing Laboratory that is mutually acceptable to the Company and the employee and will use the same sample that was collected and retained by the original Testing Laboratory. Pending receipt of the second analysis, the employee will be on suspension without pay. If the second analysis on the sample differs from the original test, a third analysis will be performed and paid for by the Company. An employee testing negative on this third analysis will be allowed to return-to-work with restoration of lost pay (including differentials, excluding overtime).

- 4.6 Re-Application for Employment** - An employee that has been terminated for a positive drug screen may re-apply for employment when all of the following are met:

Submittal of verifiable documentation at the applicant's expense that the applicant has 1) received or is receiving drug rehabilitation counseling from a professional certified counselor or has participated in a certified inpatient or outpatient rehabilitation program; 2) received substance abuse tests on a random basis at least three (3) times during the period of counseling or rehabilitation and tested negative each time; 3) received a written statement from the counselor or rehabilitation center that the applicant is free of drug dependence and psychologically suitable to assume the position being applied for.

- 4.7 Confidentiality** - In view of the extremely sensitive nature of illegal or unauthorized substance abuse test results, information or results obtained or developed must be held in

the strictest confidence. Disclosure should be made only on a business need-to-know basis and meet legal contractual requirements for the purpose of serving the valid interest of the Company in properly administering this Policy. If there are any questions as to whether disclosure would be appropriate in a given situation, first consult with Human Resources before any disclosure is made.

- 4.8 Communication/Employee Assistance Program** – This policy will be attached to the Collective Bargaining Agreement and become a part hereto. Employees will have access to the Company's Employee Assistance Program (EAP).